

# EXHIBIT A

MICHAEL K. JEANES, CLERK  
BY

J. Lewis

J. LEWIS, FILED

17 JUN 12 PM 3:35

Matthew L. McClellan (I.D.# 022586)  
 The McClellan Law Firm  
 361 East Coronado, Suite 101  
 Phoenix, Arizona 85004-1525  
 Telephone: (602) 386-4800  
 Fax: (602) 386-4801  
[matt@mcclellanlawaz.com](mailto:matt@mcclellanlawaz.com)

Richard Plattner, Bar # 005019  
 PLATTNER VERDERAME  
 316 E. Flower St.  
 Phoenix, AZ 85012  
 Telephone: (602) 266-2002  
[rplatter@plattner-verderame.com](mailto:rplatter@plattner-verderame.com)  
*Attorneys for Plaintiff*

**Superior Court of Arizona**

**Maricopa County**

CHERYL SAM and CARLEEN SAM,  
 individually and on behalf of  
 themselves and their respective  
 bankruptcy estates, Lawrence  
 Warfield, trustee,

Plaintiffs,

v.

THE LEDBETTER LAW FIRM,  
 P.L.C.; an Arizona professional  
 limited liability company; STATE  
 FARM FIRE AND CASUALTY  
 COMPANY, an Illinois corporation;  
 JOHN and JANE DOES I-X; BLACK  
 and WHITE PARTNERSHIPS I-X;  
 ABC CORPORATIONS I-X,

Defendants.

NO. CV 2017-008891

**Certificate Regarding the Need for  
 Expert Testimony**

Plaintiffs certify the claims against Defendant Ledbetter Law Firm, P.L.C. are

1 subject to expert testimony regarding liability issues pursuant to A.R.S. §12-2602.

2  
3 DATED this 12th day of June, 2017.

4 By   
5 Matthew L. McClellan  
6 THE MCCLELLAN LAW FIRM, P.L.C.

7 and

8 Richard S. Plattner  
9 PLATTNER VERDERAME, P.C.  
10 *Attorneys for Plaintiff*  
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MICHAEL N. JAMES, CLERK  
 BY *J. Lewis*  
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9 **Superior Court of Arizona**

10 **Maricopa County**

11 CHERYL SAM and CARLEEN SAM, )  
 individually and on behalf of )  
 themselves and their respective )  
 12 bankruptcy estates, Lawrence )  
 Warfield, trustee, )  
 13 Plaintiffs, )

14 v. )


15 THE LEDBETTER LAW FIRM, )  
 P.L.C.; an Arizona professional )  
 limited liability company; STATE )  
 16 FARM FIRE AND CASUALTY )  
 COMPANY, an Illinois corporation; )  
 JOHN and JANE DOES I-X; BLACK )  
 17 and WHITE PARTNERSHIPS I-X; )  
 ABC CORPORATIONS I-X, )  
 18 Defendants. )

NO. CV 2017-008891

**Demand for Jury Trial**

19 Plaintiffs demand a jury trial on all issues.

1 DATED this 12th day of June, 2017.

2  
3 By   
4 Matthew L. McClellan  
THE MCCLELLAN LAW FIRM, P.L.C.

5 and

6 Richard S. Plattner  
7 PLATTNER VERDERAME, P.C.  
8 *Attorneys for Plaintiff*  
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In the Superior Court of the State of Arizona  
In and For the County of Maricopa

Case Number \_\_\_\_\_

**CV2017-008891**

Plaintiff's Attorney Matthew L. McClellan

Attorney's Bar Number 022586

Plaintiff's Name (s): (List all)

CHERYL SAM and CARLEEN SAM, individually and on behalf  
of themselves and their respective bankruptcy estates, Lawrence  
Warfield, trustee

Plaintiff's Address:

c/o The McClellan Law Firm, PLC

361 E. Coronado, Suite 101

Phoenix, AZ 85004

(List additional plaintiffs on page two and/or attach a separate sheet).

Defendant's Name (s): (List all)

THE LEDBETTER LAW FIRM, P.L.C.; an Arizona professional  
limited liability company; STATE FARM FIRE AND CASUALTY  
COMPANY, an Illinois corporation; JOHN and JANE DOES I-X;  
BLACK and WHITE PARTNERSHIPS I-X; ABC  
CORPORATIONS I-X

(List additional defendants on page two and/or attach a separate sheet).

EMERGENCY ORDER SOUGHT: ☐ Temporary Restraining Order ☐ Provisional Remedy ☐ OSC  
☐ Election Challenge ☐ Employer Sanction ☐ Other

☐ RULE 8(i) COMPLEX LITIGATION DOES NOT APPLY. (Mark appropriate box under Nature of Action).

☐ RULE 8(i) COMPLEX LITIGATION APPLIES. Rule 8(i) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties. (Mark appropriate box on page two as to complexity, in addition to the Nature of Action case category).

**NATURE OF ACTION**(Place an "X" next to the one case category that most accurately describes your primary case.)**100 TORT MOTOR VEHICLE:**

- ☐ 101 Non-Death/Personal Injury  
☐ 102 Property Damage  
☐ 103 Wrongful Death

**110 TORT NON-MOTOR VEHICLE:**

- ☐ 111 Negligence  
☐ 112 Product Liability – Asbestos  
☐ 112 Product Liability – Tobacco  
☐ 112 Product Liability – Toxic/Other  
☐ 113 Intentional Tort  
☐ 114 Property Damage  
☒ 115 Legal Malpractice  
☐ 115 Malpractice – Other professional  
☐ 117 Premises Liability  
☐ 118 Slander/Libel/Defamation

- ☐
- 116 Other (Specify)

**120 MEDICAL MALPRACTICE:**

- ☐ 121 Physician M.D. ☐ 123 Hospital  
☐ 122 Physician D.O. ☐ 124 Other

**130 CONTRACTS:**

- ☐ 131 Account (Open or Stated)  
☐ 132 Promissory Note  
☐ 133 Foreclosure  
☐ 138 Buyer-Plaintiff  
☐ 139 Fraud  
☐ 134 Other Contract (i.e. Breach of Contract)  
☐ 135 Excess Proceeds – Sale  
☐ Construction Defects (Residential/Commercial)  
☐ 136 Six to Nineteen Structures  
☐ 137 Twenty or More Structures

MICHAEL K. JAMES, CLERK  
BY *J. Lewis*  
J. LEWIS, FILED  
17 JUN 12 PM 3:34

Is Interpreter Needed? ☐ Yes ☒ No

If yes, language type:

Attorney/Pro Per Signature *Matthew L. McClellan*

To the best of my knowledge, all information is true and correct

**150 – 199 OTHER CIVIL CASE TYPES:**

- ☐ 156 Eminent Domain/Condemnation
- ☐ 151 Forcible Detainer
- ☐ 152 Change of Name
- ☐ 153 Transcript of Judgment
- ☐ 154 Foreign Judgment
- ☐ 158 Quiet Title
- ☐ 160 Forfeiture
- ☐ 175 Election Challenge
- ☐ 179 Employer Sanction Action (A.R.S. §23-212)
- ☐ 180 Injunction against Workplace Harassment
- ☐ 181 Injunction against Harassment
- ☐ 182 Civil Penalty
- ☐ 186 Water Rights (Not General Stream Adjudication)
- ☐ 187 Real Property
- ☐ Sexually Violent Persons (A.R.S. §36-3704)  
(Except Maricopa County)
- ☐ Minor Abortion (See Juvenile in Maricopa County)
- ☐ Special Action Against Lower Courts  
(See lower court appeal cover sheet in Maricopa)

**150-199 UNCLASSIFIED CIVIL CASE TYPES:**

- ☐ Administrative Review  
(See lower court appeal cover sheet in Maricopa)
- ☐ 150 Tax Appeal  
(All other tax matters must be filed in the AZ Tax Court)

- ☐ 155 Declaratory Judgment
- ☐ 157 Habeas Corpus
- ☐ 184 Landlord Tenant Dispute - Other
- ☐ 159 Restoration of Civil Rights (Federal)
- ☐ 159 Clearance of Records (A.R.S. §13-4051)
- ☐ 190 Declaration of Factual Innocence (A.R.S. §12-771)
- ☐ 191 Declaration of Factual Improper Party Status
- ☐ 193 Vulnerable Adult (A.R.S. §46-451)
- ☐ 165 Tribal Judgment
- ☐ 167 Structured Settlement (A.R.S. §12-2901)
- ☐ 169 Attorney Conservatorships (State Bar)
- ☐ 170 Unauthorized Practice of Law (State Bar)
- ☐ 171 Out-of-State Deposition for Foreign Jurisdiction
- ☐ 172 Secure Attendance of Prisoner
- ☐ 173 Assurance of Discontinuance
- ☐ 174 In-State Deposition for Foreign Jurisdiction
- ☐ 176 Eminent Domain – Light Rail Only
- ☐ 177 Interpleader – Automobile Only
- ☐ 178 Delayed Birth Certificate (A.R.S. §36-333.03)
- ☐ 183 Employment Dispute - Discrimination
- ☐ 185 Employment Dispute - Other
- ☐ 163 Other  
(Specify)

**COMPLEXITY OF THE CASE**

If you marked the box on page one indicating that Complex Litigation applies, place an "X" in the box of no less than one of the following:

- ☐ Antitrust/Trade Regulation
- ☐ Construction Defect with many parties or structures
- ☐ Mass Tort
- ☐ Securities Litigation with many parties
- ☐ Environmental Toxic Tort with many parties
- ☐ Class Action Claims
- ☐ Insurance Coverage Claims arising from the above-listed case types

Additional Plaintiff(s):

Additional Defendant(s):



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**Superior Court of Arizona**

**Maricopa County**

CHERYL SAM and CARLEEN SAM,  
individually and on behalf of  
themselves and their respective  
bankruptcy estates, Lawrence  
Warfield, trustee,  
Plaintiffs,

v.

THE LEDBETTER LAW FIRM,  
P.L.C.; an Arizona professional  
limited liability company; STATE  
FARM FIRE AND CASUALTY  
COMPANY, an Illinois corporation;  
JOHN and JANE DOES I-X; BLACK  
and WHITE PARTNERSHIPS I-X;  
ABC CORPORATIONS I-X,

Defendants.

NO. CV 2017-008891  
Certificate Regarding Compulsory  
Arbitration

The undersigned certifies that he knows the dollar limits and any other



1 limitations set forth by the local rules of practice for the applicable superior court,  
2 and further certifies that this case is *not* subject to compulsory arbitration, as  
3 provided by Rules 72 through 76 of the Arizona Rules of Civil Procedure.

4  
5 DATED this 12th day of June, 2017.

6  
7 By   
8 Matthew L. McClellan  
THE MCCLELLAN LAW FIRM, P.L.C.

9 and

10 Richard S. Plattner  
11 PLATTNER VERDERAME, P.C.  
*Attorneys for Plaintiff*  
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MICHAEL R. JEANES  
 Clerk of the Superior Court  
 By Joan Lewis, Deputy  
 Date 06/12/2017 Time 15:35:19

Description	Amount
CASE# CV2017-008891	
CIVIL NEW COMPLAINT	319.00
TOTAL AMOUNT	319.00
Receipt# 25991537	

Matthew L. McClellan (I.D.# 022586)  
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**Superior Court of Arizona**

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THE LEDBETTER LAW FIRM,  
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 FARM FIRE AND CASUALTY  
 COMPANY, an Illinois corporation;  
 JOHN and JANE DOES I-X; BLACK  
 and WHITE PARTNERSHIPS I-X;  
 ABC CORPORATIONS I-X,

Defendants.

NO. CV 2017-008891

**Complaint**

(Tort Non-Motor Vehicle – Bad  
 Faith/Breach of Contract/Legal  
 Malpractice)

Plaintiffs, for their Complaint, state, aver and allege as follows:

1           1.     Plaintiff Cheryl Sam is, and at all times was a resident of Apache  
2 County, Arizona.

3           2.     Plaintiff Carleen Sam is, and at all times was a resident of Apache  
4 County, Arizona.

5           3.     Plaintiff Lawrence Warfield is a US Bankruptcy Trustee for the District  
6 of Arizona. Plaintiff Warfield is the duly appointed Trustee for the bankruptcies filed  
7 by Plaintiffs Carleen and Cheryl Sam at the behest of Defendant Ledbetter Law  
8 Firm, PLC.

9           4.     Defendant Ledbetter Law Firm, PLC, ("LLF") is an Arizona professional  
10 corporation, having its principal place of business located in Yavapai County,  
11 Arizona that, at all relevant times hereto, was engaged in the business of providing  
12 legal services and provided legal services to Plaintiffs. LLF is liable for the acts of  
13 its employees under the doctrine of *respondeat superior* and LLF is liable for the  
14 conduct of its agents under principles of agency.

15           5.     All acts by LLF described herein were committed by and through its  
16 servants, employees, or agents, and subsequently ratified by LLF.

17           6.     Defendant State Farm Mutual Automobile Insurance Company ("State  
18 Farm") is an Illinois Corporation licensed to do and doing business in Arizona.

19           7.     Defendant State Farm is liable for the acts of its employees under the  
20 doctrine of *respondeat superior* and State Farm is liable for the conduct of its agents

1 under principles of agency.

2 8. All acts by State Farm described herein were committed by and through  
3 its servants, employees, or agents, and subsequently ratified by State Farm.

4 9. The Defendants, Black and White Partnerships I-X and ABC  
5 Corporations I-X, are fictitious entities whose true names are presently unknown,  
6 but who may have been parent companies, subsidiaries or affiliates of State Farm  
7 and liable for the acts complained of herein. Upon ascertaining the true names and  
8 conduct of such entities, leave is requested to amend the Complaint.

9 10. State Farm is directly liable for breaches of its non-delegable duty of good  
10 faith and fair dealing committed by any of its servants, employees, agents, attorneys  
11 or TPA's.

12 11. This Court has subject matter jurisdiction and personal jurisdiction over  
13 all of the parties named herein.

#### 14 **General Allegations**

15 12. At all relevant times Plaintiff Cheryl Sam maintained an insurance  
16 policy with Defendant State Farm under policy No. 0254-996-03A with liability limits  
17 of \$15,000 per person and \$30,000 per incident.

18 13. On October 20, 2009, Plaintiff Carleen Sam was a permissive user of  
19 Plaintiff Cheryl Sam's automobile covered by the State Farm policy, when she was  
20 involved in a crash in Fort Defiance, Arizona.

1           14. The occupants of the other vehicle involved in the crash were Nancy  
2 Tabaha, Charlene Tabaha, Arvisa Tabaha and Stephanie Tabaha ("the Tabahas").

3           15. On October 19, 2011, the Tabahas filed a Complaint against Cheryl Sam  
4 in the Navajo Nation District Court captioned WR-CV-288-11 ("Navajo Court  
5 action"), alleging personal injuries and damages arising from the October 20, 2009  
6 crash.

7           16. On November 21, 2011, Defendant LLF, having been retained by  
8 Defendant State Farm to represent the Sams, appeared in the Navajo Court action  
9 as counsel representing Plaintiff Cheryl Sam. Defendant LLF was at all relevant  
10 times an agent and attorney for Defendant State Farm as well as attorney for the  
11 Sams. All knowledge and information obtained by Defendant LLF as part of its  
12 representation of the Sams is legally imputed to Defendant State Farm. *In re Estate*  
13 *of Milliman*, 101 Ariz. 54, 415 P.2d 877 (1966); *Pargman v. Vickers*, 208 Ariz. 573,  
14 579, 96 P.3d (App. 2004)

15           17. On November 21, 2011, Defendant LLF wrote to the Arizona Health Care  
16 Cost Containment System ("AHCCCS") requesting lien information regarding the  
17 Tabahas.

18           18. In December 2011 and January 2012, AHCCCS advised Defendant LLF  
19 that it was pursuing liens with respect to medical payments made on behalf of the  
20 Tabahas in the amounts of:

- 1       a.     Stephanie Tabaha -     \$   855.93
- 2       b.     Charlene Tabaha -     \$   319.93
- 3       c.     Arvisa Tabaha -       \$ 2,923.16
- 4       d.     Nancay Tabaha -       \$ 49,581.13

5       19.    As of January 13, 2012, Defendants were aware that Nancy Tabaha has  
6 incurred medical expenses of at least \$172,306.00 from St Joseph's Hospital and  
7 Medical Center in relation to injuries she suffered in the car crash.

8       20.    On or about February 2, 2012, the Tabahas' counsel's office contacted  
9 State Farm directly and requested the policy limits if they were low, and offered to  
10 settle the Tabahas' claims for those limits.

11       21.    Upon information and belief, State Farm and LLF never responded to  
12 this policy limits demand from the Tabahas.

13       22.    On March 21, 2012, the Tabahas, in a letter faxed and mailed to LLF,  
14 collectively offered to settle and release all their personal injury claims against the  
15 Sams in exchange for the Sams' \$30,000 policy limits. The letter stated the offer  
16 would be withdrawn on March 30, 2012 if not accepted.

17       23.    Upon information and belief, Defendant LLF failed to communicate the  
18 time-limited policy limits settlement proposal to Defendant State Farm. Neither  
19 Defendant LLF nor Defendant State Farm requested an extension of the time limit.

20       24.    By failing to timely accept the March 21, 2012 policy limits proposal

1 given to LLF, Defendant State Farm's agent, Defendant State Farm rejected the offer  
2 to settle for Plaintiffs' policy limits.

3 25. Defendant State Farm offered to pay its \$30,000 policy limits to the  
4 Tabahas for the first time on October 2, 2014 by letter from State Farm to the Sams'  
5 attorneys, approximately 30 months after the deadline had expired. The Tabahas  
6 refused to accept Defendant State Farm's belated settlement proposal.

7 26. On or about November 9 or 10, 2015, Defendant LLF recommended to  
8 the Sams that they file bankruptcy.

9 27. On or about November 9 and/or 10, 2015, and before talking to  
10 bankruptcy counsel, the Sams agreed to follow Defendant LLF's recommendation to  
11 file bankruptcy.

12 28. Upon information and belief, before Plaintiffs agreed to file for  
13 bankruptcy, Defendant LLF selected and contacted law firm Davis Miles McGuire  
14 Gardner, PLLC ("Davis Miles") to file an emergency bankruptcy for the Sams. Davis  
15 Miles quoted a flat fee of \$5,000 to handle the "emergency bankruptcy case."

16 29. On November 11, 2015, Defendant LLF paid \$5,000 to Davis Miles with  
17 check No. 16780 to file bankruptcy cases for the Sams.

18 30. On November 12, 2015, Defendant State Farm refused to reimburse the  
19 bankruptcy attorneys' fees.

20 31. Before the trial was vacated, Defendants State Farm and LLF provided



1 the Plaintiffs with money to pay the necessary travel expenses to Flagstaff to  
2 institute the "emergency bankruptcy case" and stay the trial.

3 32. On November 13, 2015, Davis Miles filed two petitions for Chapter 7  
4 bankruptcy in the United States Bankruptcy Court for the District of Arizona.  
5 Plaintiff Carleen Sam's case is captioned 15-BK-14564 DPC and Cheryl Sam's case  
6 is captioned 15-BK-14565-EPB.

7 33. After the trial in the Navajo Court action was vacated, Defendants State  
8 Farm and LLF refused to provide the Plaintiffs with necessary travel expenses to  
9 Flagstaff for the Creditors' Meetings associated with their respective bankruptcy  
10 cases.

11 34. The Tabahas Navajo Court action claims were listed on the Sams'  
12 Schedules B as creditors of Plaintiffs' respective bankruptcy estates.

13 35. On April 6, 2016, the Tabahas filed an amended Proof of Claim in  
14 Plaintiff Carleen Sam's bankruptcy cases in the amounts of \$2,100,000.

15 36. On April 6, 2016, the Tabahas filed an amended Proof of Claim in  
16 Plaintiff Cheryl Sam's bankruptcy cases in the amounts of \$2,100,000.

17 37. On September 26, 2016, the Plaintiffs Sam agreed to cooperate with the  
18 Plaintiff Warfield in the investigation of any claims they may have against  
19 Defendants State Farm and LLF.

20 38. On or about March 11, 2017, Defendant LLF contacted the Sams and

1 convinced them to withdraw cooperation with the Trustee, despite the Sams's  
2 obligation to cooperate with the Trustee.

3 39. Upon information and belief, LLF's March 2017 communication with the  
4 Sams' was done with the knowledge, consent and/or at the behest of Defendant State  
5 Farm.

6 40. Upon information and belief, Defendants LLF and State Farm interfered  
7 with the Sams' cooperation with the Trustee for their own benefit, knowing it was to  
8 the detriment of the Sams.

9 41. Upon information and belief, LLF and State Farm interfered with the  
10 Sams' cooperation with the Trustee because LLF and State Farm believed the Sams'  
11 cooperation with the Trustee would be detrimental to LLF's and State Farm's  
12 interests.

13 **Count I**  
14 **(Breach of Contract – State Farm)**

15 42. Plaintiffs incorporate by reference all allegations contained in the  
16 preceding paragraphs as though fully stated and alleged herein.

17 43. For valuable consideration in the form of premiums, Plaintiff Cheryl  
18 Sam contracted with Defendant State Farm to receive automobile liability insurance  
19 protection coverage for her 2007 Chevrolet Trailblazer. Defendant State Farm,  
20 issued Policy No. 0254-996-03A to Cheryl Sam providing coverage for automobile

1 liability up to limits of \$15,000 per person and \$30,000 per incident. Carleen Sam,  
2 as a permissive user of the insured vehicle, was an omnibus insured under the policy.

3 44. In return for valuable consideration in the form of premiums, State Farm  
4 promised to pay damages for bodily injury for which any insured became legally  
5 responsible because of an auto accident.

6 45. Defendant State Farm breached its contractual obligation to pay  
7 damages the Sams became legally responsible to pay because of the car crash on  
8 October 20, 2009.

9 46. As a direct and proximate result of State Farm's breach, Plaintiffs  
10 suffered damages in excess of the jurisdictional limits of this court.

11 **Count II**  
12 **(Breach of the Implied Covenant of Good Faith and Fair Dealing – State Farm)**

13 47. Plaintiffs incorporate by reference all allegations contained in the  
14 preceding paragraphs as though fully stated and alleged herein.

15 48. Every insurance contract has an implied duty of good faith and fair  
16 dealing. *Rawlings v. Apodaca*, 151 Ariz. 149, 726 P.2d 565 (1986).

17 49. The duty of good faith and fair dealing requires an insurance company  
18 to give the same consideration to its insured's interests as it gives to its own when it  
19 considers a settlement offer. *General Accident Fire & Life Assur. Corp. v. Little*, 103  
20

1 Ariz. 435, 443 P.2d 690 (1968); *Farmers Ins. Exchange v. Henderson*, 82 Ariz. 335,  
2 313 P.2d 404, 405-408 (Ariz. 1957).

3 50. The test for evaluating whether an insurance company has given equal  
4 consideration to the interests of its insured is whether a prudent insurer without  
5 policy limits would have accepted the settlement offer. RAJI (CIVIL 5TH ED.) Bad  
6 Faith 8.

7 51. This doctrine imposes liability for excess damages for insurance  
8 companies that wrongly reject reasonable settlement demands and thereby expose  
9 their insureds to losses above the policy limits.

10 52. The duty of equal consideration focuses primarily on liability limits as a  
11 source of conflict between insurers and insureds and seeks to neutralize the effect of  
12 those limits by requiring insurers to ignore them when evaluating settlements.  
13 Insurance companies are required to act as if there were no insurance limits when  
14 evaluating a settlement proposal. *Clearwater v. State Farm Mut. Ins. Co.*, 164 Ariz.  
15 256, 260, 792 P.2d 719, 723 (1990).

16 53. The claim function of the insurance company is the delivery of the  
17 promise to pay. The claim function should include the prompt, fair, and efficient  
18 delivery of this promise.

19 54. The claim professional handling claims should honor the company's  
20 obligations under the implied covenant of good faith and fair dealings.

1        55. To be effective in handling claims, a claim representative should have a  
2 working knowledge of tort law, contract law, statutory law, common law, and civil  
3 procedures.

4        56. The main function of the claim department is to pay claims. The claims  
5 process involves the prompt, fair, and efficient payment of covered losses.

6        57. The claim representative's primary duty is to fulfill the insurance  
7 company's promises to the insured.

8        58. An insurer has a duty "to immediately conduct an adequate  
9 investigation, act reasonably in evaluating the claim, and act promptly in paying a  
10 legitimate claim."

11       59. On February 2, 2012 and March 21, 2012, the Tabahas offered to resolve  
12 all their claims against the Plaintiffs in exchange for the available \$30,000 policy  
13 limits.

14       60. The collective Tabaha claims far exceeded the available limits and  
15 liability was not seriously disputable.

16       61. State Farm had a duty to give equal consideration to Plaintiffs' interests  
17 as it did its own interests.

18       62. The test for evaluating whether an insurance company has given equal  
19 consideration to the interests of its insured is whether a prudent insurer without  
20 policy limits would have accepted the settlement offer. RAJI (CIVIL 5TH ED.) Bad

1 Faith 8.

2 63. Under the circumstances facing Defendant State Farm, any prudent  
3 insurer without policy limits would have accepted the Tabahas settlement demand.

4 64. Because State Farm refused to accept the Tabahas settlement demand,  
5 Defendant State Farm breached its duty of good faith and fair dealing.

6 65. Defendant State Farm breached the implied covenant and the duty of  
7 good faith and fair dealing by intentionally, recklessly, or otherwise knowingly  
8 failing and refusing to provide insurance coverage and protection to its insured; by  
9 failing to give fair and equal consideration to the interests of its insured; by failing  
10 to conduct a timely and adequate investigation; and by failing to act promptly in  
11 paying a legitimate claim.

12 66. When an insurance company breaches its duty, it is liable for the full  
13 amount of any subsequent and/or consequential damages suffered by the insured.  
14 *Harleysville Mut. Ins. Co. v. Lea*, 2 Ariz. App. 538, 410 P. 2d 495 (1966); *State Farm*  
15 *Mut. Ins. Co. v. St. Joseph's Hosp.*, 107 Ariz. 498, 489 P.2d 837 (1971).

16 67. As damages, Plaintiffs are entitled to the monetary loss or damage to  
17 credit reputation experienced and reasonably probable to be experienced in the  
18 future; and the emotional distress, humiliation, inconvenience, and anxiety  
19 experienced and reasonably probable to be experienced in the future. RAJI (CIVIL  
20 5TH ED.) Bad Faith 12.

**Count III**  
**(Legal Malpractice – LLF)**

68. The Sams incorporate by reference all allegations contained in the preceding paragraphs as though fully stated and alleged herein.

69. At all relevant times an attorney/client relationship existed between the Sams, as clients, and Defendant LLF and their employees and/or agents, as attorneys. This relationship arose by way of express agreements and may also be inferred or implied due to the conduct of the parties.

70. The Sams sought and received legal advice and/or services from Defendant LLF and their employees and/or agents in matters pertinent to the Defendants' profession as attorneys.

71. Defendant LLF and its employees and/or agents owed duties to the Sams to act with undivided loyalty, and with reasonable care, skill, and diligence.

72. Defendants and their employees and/or agents breached their duties of undivided loyalty, reasonable care, skill, and diligence owed to the Sams.

73. Among other acts or omissions, Defendant LLF and its employees and/or agents breached their duties of undivided loyalty, reasonable care, skill, and diligence owed to the Sams when they failed to notify Defendant State Farm when the Tabahas presented a time-limited proposal to accept policy limits in full settlement.



1       74. Among other acts or omissions, Defendant LLF and its employees and/or  
2 agents breached their duties of undivided loyalty, reasonable care, skill, and  
3 diligence owed to the Sams when they failed to demand Defendant State Farm to  
4 protect the Sams when a policy limits demand was made.

5       75. Among other acts or omissions, Defendant LLF and its employees and/or  
6 agents breached their duties of undivided loyalty, reasonable care, skill, and  
7 diligence owed to the Sams when they instructed Defendant State Farm not to offer  
8 policy limits to the Tabahas.

9       76. Among others acts or omissions, Defendant LLF and its employees  
10 and/or agents breached their duties of undivided loyalty, reasonable care, skill, and  
11 diligence owed to the Plaintiffs when they advised Plaintiffs to file for bankruptcy.

12       77. Among other acts or omissions, Defendant LLF and its employees and/or  
13 agents breached their duties of undivided loyalty, reasonable care, skill, and  
14 diligence owed to the Plaintiffs when they advised Plaintiffs not to cooperate with  
15 the Trustee.

16       78. Defendants are liable to the Plaintiffs for damages caused by their  
17 agents and/or employees under principles of agency and/or respondent superior.

18       79. As a direct and proximate result of the negligence of Defendants and  
19 their employees and/or agents, Plaintiffs incurred substantial damages, including  
20 monetary loss or damage to credit reputation experienced and reasonably probable

1 to be experienced in the future; and the emotional distress, humiliation,  
2 inconvenience, and anxiety experienced and reasonably probable to be experienced  
3 in the future, in an amount to be determined at trial.

4 **Count IV**  
5 **(Punitive Damages – As to all Defendants)**

6 80. Plaintiffs incorporate by reference all allegations contained in the  
7 preceding paragraphs as though fully stated and alleged herein.

8 81. The wrongful conduct of Defendants as alleged herein constitutes gross  
9 negligence, bad faith, deliberate indifference, and wanton, willful and malicious  
10 conduct, in that Defendants acted or failed to act when they knew or had reason to  
11 know that their conduct created a substantial risk of significant harm to Plaintiff,  
12 and the high probability that substantial harm or death would result.

13 82. Defendants consciously pursued a course of conduct, knowing or having  
14 reason to know of a substantial risk of significant harm to the public, including,  
15 Plaintiffs, so as to justify an award of exemplary and punitive damages.

16 WHEREFORE, Plaintiffs requests that they be granted judgment against each  
17 of the Defendants jointly, severally, cumulatively and/or alternatively as follows:

18 A. That Plaintiffs be awarded compensatory, incidental and consequential  
19 damages, against each of the Defendants in an amount to be determined at trial;

20 B. That Plaintiffs be awarded attorneys' fees and costs, pursuant to

1 applicable law;

2 C. That Plaintiffs be awarded punitive damages in an amount to be  
3 determined at trial;

4 D. That Plaintiffs be awarded pre- and post-judgment, pursuant to  
5 applicable law;

6 E. For such other relief as the Court finds just and reasonable under the  
7 circumstances.

8  
9 DATED this 12th day of June, 2017.

10  
11 By   
12 Matthew L. McClellan  
13 THE MCCLELLAN LAW FIRM, P.L.C.

14 and

15 Richard S. Plattner  
16 PLATTNER VERDERAME, P.C.  
17 *Attorneys for Plaintiff*  
18  
19  
20

Matthew L. McClellan (I.D.# 022586)  
The McClellan Law Firm  
361 East Coronado, Suite 101  
Phoenix, Arizona 85004-1525  
Telephone: (602) 386-4800  
Fax: (602) 386-4801  
[matt@mcclellanlawaz.com](mailto:matt@mcclellanlawaz.com)

Richard Plattner, Bar # 005019  
Plattner Verderame  
316 E. Flower St.  
Phoenix, AZ 85012  
Telephone: (602) 266-2002  
[rplatter@plattner-verderame.com](mailto:rplatter@plattner-verderame.com)  
*Attorneys for Plaintiff*

**Superior Court of Arizona**

**Maricopa County**

CHERYL SAM and CARLEEN SAM,  
individually and on behalf of  
themselves and their respective  
bankruptcy estates, Lawrence  
Warfield, trustee,

Plaintiffs,

v.

THE LEDBETTER LAW FIRM,  
P.L.C.; an Arizona professional  
limited liability company; STATE  
FARM FIRE AND CASUALTY  
COMPANY, an Illinois corporation;  
JOHN and JANE DOES I-X; BLACK  
and WHITE PARTNERSHIPS I-X;  
ABC CORPORATIONS I-X,

Defendants.

**NO. CV2017-008891**

**First Amended Complaint**

(Tort Non-Motor Vehicle – Bad  
Faith/Breach of Contract/Legal  
Malpractice/Aiding and Abetting  
Bad Faith)

(Assigned to the Honorable Kerstin LeMaire)

Plaintiffs, for their Complaint, state, aver and allege as follows:

1           1.     Plaintiff Cheryl Sam is, and at all times was a resident of Apache  
2 County, Arizona.

3           2.     Plaintiff Carleen Sam is, and at all times was a resident of Apache  
4 County, Arizona.

5           3.     Plaintiff Lawrence Warfield is a US Bankruptcy Trustee for the District  
6 of Arizona. Plaintiff Warfield is the duly appointed Trustee for the bankruptcies filed  
7 by Plaintiffs Carleen and Cheryl Sam at the behest of Defendant Ledbetter Law  
8 Firm, PLC.

9           4.     Defendant Ledbetter Law Firm, PLC, ("LLF") is an Arizona professional  
10 corporation, having its principal place of business located in Yavapai County,  
11 Arizona that, at all relevant times hereto, was engaged in the business of providing  
12 legal services and provided legal services to Plaintiffs. LLF is liable for the acts of  
13 its employees under the doctrine of *respondeat superior* and LLF is liable for the  
14 conduct of its agents under principles of agency.

15          5.     All acts by LLF described herein were committed by and through its  
16 servants, employees, or agents, and subsequently ratified by LLF.

17          6.     Defendant State Farm Mutual Automobile Insurance Company ("State  
18 Farm") is an Illinois Corporation licensed to do and doing business in Arizona.

19          7.     Defendant State Farm is liable for the acts of its employees under the  
20 doctrine of *respondeat superior* and State Farm is liable for the conduct of its agents

1 under principles of agency.

2 8. All acts by State Farm described herein were committed by and through  
3 its servants, employees, or agents, and subsequently ratified by State Farm.

4 9. The Defendants, Black and White Partnerships I-X and ABC  
5 Corporations I-X, are fictitious entities whose true names are presently unknown,  
6 but who may have been parent companies, subsidiaries or affiliates of State Farm  
7 and liable for the acts complained of herein. Upon ascertaining the true names and  
8 conduct of such entities, leave is requested to amend the Complaint.

9 10. State Farm is directly liable for breaches of its non-delegable duty of good  
10 faith and fair dealing committed by any of its servants, employees, agents, attorneys  
11 or TPA's.

12 11. This Court has subject matter jurisdiction and personal jurisdiction over  
13 all of the parties named herein.

14 **General Allegations**

15 12. At all relevant times Plaintiff Cheryl Sam maintained an insurance  
16 policy with Defendant State Farm under policy No. 0254-996-03A with liability limits  
17 of \$15,000 per person and \$30,000 per incident.

18 13. On October 20, 2009, Plaintiff Carleen Sam was a permissive user of  
19 Plaintiff Cheryl Sam's automobile covered by the State Farm policy, when she was  
20 involved in a crash in Fort Defiance, Arizona.

1           14. The occupants of the other vehicle involved in the crash were Nancy  
2 Tabaha, Charlene Tabaha, Arvisa Tabaha and Stephanie Tabaha ("the Tabahas").

3           15. On October 19, 2011, the Tabahas filed a Complaint against Cheryl Sam  
4 in the Navajo Nation District Court captioned WR-CV-288-11 ("Navajo Court  
5 action"), alleging personal injuries and damages arising from the October 20, 2009  
6 crash.

7           16. On November 21, 2011, Defendant LLF, having been retained by  
8 Defendant State Farm to represent the Sams, appeared in the Navajo Court action  
9 as counsel representing Plaintiff Cheryl Sam. Defendant LLF was at all relevant  
10 times an agent and attorney for Defendant State Farm as well as attorney for the  
11 Sams. All knowledge and information obtained by Defendant LLF as part of its  
12 representation of the Sams is legally imputed to Defendant State Farm. *In re Estate*  
13 *of Milliman*, 101 Ariz. 54, 415 P.2d 877 (1966); *Pargman v. Vickers*, 208 Ariz. 573,  
14 579, 96 P.3d (App. 2004)

15           17. On November 21, 2011, Defendant LLF wrote to the Arizona Health Care  
16 Cost Containment System ("AHCCCS") requesting lien information regarding the  
17 Tabahas.

18           18. In December 2011 and January 2012, AHCCCS advised Defendant LLF  
19 that it was pursuing liens with respect to medical payments made on behalf of the  
20 Tabahas in the amounts of:



- 1       a.     Stephanie Tabaha -     \$   855.93
- 2       b.     Charlene Tabaha -     \$   319.93
- 3       c.     Arvisa Tabaha -       \$ 2,923.16
- 4       d.     Nancy Tabaha -       \$ 49,581.13

5       19.    As of January 13, 2012, Defendants were aware that Nancy Tabaha has  
6 incurred medical expenses of at least \$172,306.00 from St Joseph's Hospital and  
7 Medical Center in relation to injuries she suffered in the car crash.

8       20.    On or about February 2, 2012, the Tabahas' counsel's office contacted  
9 State Farm directly and requested the policy limits if they were low, and offered to  
10 settle the Tabahas' claims for those limits.

11       21.    Upon information and belief, State Farm and LLF never responded to  
12 this policy limits demand from the Tabahas.

13       22.    On March 21, 2012, the Tabahas, in a letter faxed and mailed to LLF,  
14 collectively offered to settle and release all their personal injury claims against the  
15 Sams in exchange for the Sams' \$30,000 policy limits. The letter stated the offer  
16 would be withdrawn on March 30, 2012 if not accepted.

17       23.    Upon information and belief, Defendant LLF failed to communicate the  
18 time-limited policy limits settlement proposal to Defendant State Farm within the  
19 time limit. Neither Defendant LLF nor Defendant State Farm requested an  
20 extension of the time limit.

1           24. By failing to timely accept the March 21, 2012 policy limits proposal  
2 submitted to LLF, Defendant State Farm's agent, Defendant State Farm rejected the  
3 offer to settle for Plaintiffs' policy limits.

4           25. Defendant LLF knew there were no valid liability defenses to the  
5 Tabahas claims.

6           26., Defendant LLF knew the Tabahas' claims almost certainly exceeded the  
7 Sams' policy limits.

8           27. Defendant LLF advised Defendant State Farm not to pay the policy  
9 limits and settle the claim with the Tabahas.

10           28. Defendant State Farm offered to pay its \$30,000 policy limits to the  
11 Tabahas for the first time on October 2, 2014 by letter from State Farm to the Sams'  
12 attorneys, approximately 30 months after the deadline had expired. The Tabahas  
13 refused to accept Defendant State Farm's belated settlement proposal.

14           29. On or about November 9 or 10, 2015, Defendant LLF recommended to  
15 the Sams that they file bankruptcy.

16           30. On or about November 9 and/or 10, 2015, and before talking to  
17 bankruptcy counsel, the Sams agreed to follow Defendant LLF's recommendation to  
18 file bankruptcy.

19           31. Upon information and belief, before Plaintiffs agreed to file for  
20 bankruptcy, Defendant LLF selected and contacted law firm Davis Miles McGuire

1 Gardner, PLLC (“Davis Miles”) to file an emergency bankruptcy for the Sams. Davis  
2 Miles quoted a flat fee of \$5,000 to handle the “emergency bankruptcy case.”

3 32. On November 11, 2015, Defendant LLF paid \$5,000 to Davis Miles with  
4 check No. 16780 to file bankruptcy cases for the Sams.

5 33. On November 12, 2015, Defendant State Farm refused to reimburse the  
6 bankruptcy attorneys’ fees.

7 34. Before the trial was vacated, Defendants State Farm and LLF provided  
8 the Plaintiffs with money to pay the necessary travel expenses to Flagstaff to  
9 institute the “emergency bankruptcy case” and stay the trial.

10 35. On November 13, 2015, Davis Miles filed two petitions for Chapter 7  
11 bankruptcy in the United States Bankruptcy Court for the District of Arizona.  
12 Plaintiff Carleen Sam’s case is captioned 15-BK-14564 DPC and Cheryl Sam’s case  
13 is captioned 15-BK-14565-EPB.

14 36. After the trial in the Navajo Court action was vacated, Defendants State  
15 Farm and LLF refused to provide the Plaintiffs with necessary travel expenses to  
16 Flagstaff for the Creditors’ Meetings associated with their respective bankruptcy  
17 cases.

18 37. The Tabahas Navajo Court action claims were listed on the Sams’  
19 Schedules B as creditors of Plaintiffs’ respective bankruptcy estates.

1       38. On April 6, 2016, the Tabahas filed an amended Proof of Claim in  
2 Plaintiff Carleen Sam's bankruptcy cases in the amounts of \$2,100,000.

3       39. On April 6, 2016, the Tabahas filed an amended Proof of Claim in  
4 Plaintiff Cheryl Sam's bankruptcy cases in the amounts of \$2,100,000.

5       40. On September 26, 2016, the Plaintiffs Sam agreed to cooperate with the  
6 Plaintiff Warfield in the investigation of any claims they may have against  
7 Defendants State Farm and LLF.

8       41. On or about March 11, 2017, Defendant LLF contacted the Sams and  
9 convinced them to withdraw cooperation with the Trustee, despite the Sams'  
10 obligation to cooperate with the Trustee.

11       42. Upon information and belief, LLF's March 2017 communication with the  
12 Sams was done with the knowledge, consent and/or at the behest of Defendant State  
13 Farm.

14       43. Upon information and belief, Defendants LLF and State Farm interfered  
15 with the Sams' cooperation with the Trustee for their own benefit, knowing it was to  
16 the detriment of the Sams.

17       44. Upon information and belief, LLF and State Farm interfered with the  
18 Sams' cooperation with the Trustee because LLF and State Farm believed the Sams'  
19 cooperation with the Trustee would be detrimental to LLF's and State Farm's  
20 interests.

**Count I**  
**(Breach of Contract – State Farm)**

45. Plaintiffs incorporate by reference all allegations contained in the preceding paragraphs as though fully stated and alleged herein.

46. For valuable consideration in the form of premiums, Plaintiff Cheryl Sam contracted with Defendant State Farm to receive automobile liability insurance protection coverage for her 2007 Chevrolet Trailblazer. Defendant State Farm, issued Policy No. 0254-996-03A to Cheryl Sam providing coverage for automobile liability up to limits of \$15,000 per person and \$30,000 per incident. Carleen Sam, as a permissive user of the insured vehicle, was an omnibus insured under the policy.

47. In return for valuable consideration in the form of premiums, State Farm promised to pay damages for bodily injury for which any insured became legally responsible because of an auto accident.

48. Defendant State Farm breached its contractual obligation to pay damages the Sams became legally responsible to pay because of the car crash on October 20, 2009.

49. As a direct and proximate result of State Farm's breach, Plaintiffs suffered damages in excess of the jurisdictional limits of this court.

**Count II**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing – State Farm)**

50. Plaintiffs incorporate by reference all allegations contained in the

1 preceding paragraphs as though fully stated and alleged herein.

2 51. Every insurance contract has an implied duty of good faith and fair  
3 dealing. *Rawlings v. Apodaca*, 151 Ariz. 149, 726 P.2d 565 (1986).

4 52. The duty of good faith and fair dealing requires an insurance company  
5 to give the same consideration to its insured's interests as it gives to its own when it  
6 considers a settlement offer. *General Accident Fire & Life Assur. Corp. v. Little*, 103  
7 Ariz. 435, 443 P.2d 690 (1968); *Farmers Ins. Exchange v. Henderson*, 82 Ariz. 335,  
8 313 P.2d 404, 405-408 (Ariz. 1957).

9 53. The test for evaluating whether an insurance company has given equal  
10 consideration to the interests of its insured is whether a prudent insurer without  
11 policy limits would have accepted the settlement offer. RAJI (CIVIL 5TH ED.) Bad  
12 Faith 8.

13 54. This doctrine imposes liability for excess damages for insurance  
14 companies that wrongly reject reasonable settlement demands and thereby expose  
15 their insureds to losses above the policy limits.

16 55. The duty of equal consideration focuses primarily on liability limits as a  
17 source of conflict between insurers and insureds and seeks to neutralize the effect of  
18 those limits by requiring insurers to ignore them when evaluating settlements.  
19 Insurance companies are required to act as if there were no insurance limits when  
20

1 evaluating a settlement proposal. *Clearwater v. State Farm Mut. Ins. Co.*, 164 Ariz.  
2 256, 260, 792 P.2d 719, 723 (1990).

3 56. The claim function of the insurance company is the delivery of the  
4 promise to pay. The claim function should include the prompt, fair, and efficient  
5 delivery of this promise.

6 57. The claim professional handling claims should honor the company's  
7 obligations under the implied covenant of good faith and fair dealings.

8 58. To be effective in handling claims, a claim representative should have a  
9 working knowledge of tort law, contract law, statutory law, common law, and civil  
10 procedures.

11 59. The main function of the claim department is to pay claims. The claims  
12 process involves the prompt, fair, and efficient payment of covered losses.

13 60. The claim representative's primary duty is to fulfill the insurance  
14 company's promises to the insured.

15 61. An insurer has a duty "to immediately conduct an adequate  
16 investigation, act reasonably in evaluating the claim, and act promptly in paying a  
17 legitimate claim."

18 62. On February 2, 2012 and March 21, 2012, the Tabahas offered to resolve  
19 all their claims against the Plaintiffs in exchange for the available \$30,000 policy  
20 limits.



1        63. Defendant LLF, as State Farm's agent, advised State Farm not to pay  
2 the Sams' policy limits to settle the claim, despite knowing that there were no valid  
3 liability defenses and that the Tabahas' claims would almost certainly exceed the  
4 available policy limits.

5        64. The collective Tabaha claims far exceeded the available limits and  
6 liability was not seriously disputable.

7        65. State Farm had a duty to give equal consideration to Plaintiffs' interests  
8 as it did its own interests.

9        66. The test for evaluating whether an insurance company has given equal  
10 consideration to the interests of its insured is whether a prudent insurer without  
11 policy limits would have accepted the settlement offer. RAJI (CIVIL 5TH ED.) Bad  
12 Faith 8.

13        67. Under the circumstances facing Defendant State Farm, any prudent  
14 insurer without policy limits would have accepted the Tabahas settlement demand.

15        68. Because State Farm refused to accept the Tabahas settlement demand,  
16 Defendant State Farm breached its duty of good faith and fair dealing.

17        69. Defendant State Farm breached the implied covenant and the duty of  
18 good faith and fair dealing by intentionally, recklessly, or otherwise knowingly  
19 failing and refusing to provide insurance coverage and protection to its insured; by  
20 failing to give fair and equal consideration to the interests of its insured; by failing

1 to conduct a timely and adequate investigation; and by failing to act promptly in  
2 paying a legitimate claim.

3 70. When an insurance company breaches its duty, it is liable for the full  
4 amount of any subsequent and/or consequential damages suffered by the insured.  
5 *Harleysville Mut. Ins. Co. v. Lea*, 2 Ariz. App. 538, 410 P. 2d 495 (1966); *State Farm*  
6 *Mut. Ins. Co. v. St. Joseph's Hosp.*, 107 Ariz. 498, 489 P.2d 837 (1971).

7 71. As damages, Plaintiffs are entitled to the monetary loss or damage to  
8 credit reputation experienced and reasonably probable to be experienced in the  
9 future; and the emotional distress, humiliation, inconvenience, and anxiety  
10 experienced and reasonably probable to be experienced in the future. RAJI (CIVIL  
11 5TH ED.) Bad Faith 12.

12 **Count III**  
13 **(Legal Malpractice – LLF)**

14 72. The Sams incorporate by reference all allegations contained in the  
15 preceding paragraphs as though fully stated and alleged herein.

16 73. At all relevant times an attorney/client relationship existed between the  
17 Sams, as clients, and Defendant LLF and their employees and/or agents, as  
18 attorneys. This relationship arose by way of express agreements and may also be  
19 inferred or implied due to the conduct of the parties.  
20

1        74. The Sams sought and received legal advice and/or services from  
2 Defendant LLF and their employees and/or agents in matters pertinent to the  
3 Defendants' profession as attorneys.

4        75. Defendant LLF and its employees and/or agents owed duties to the  
5 Sams to act with undivided loyalty, and with reasonable care, skill, and diligence.

6        76. Defendants and their employees and/or agents breached their duties of  
7 undivided loyalty, reasonable care, skill, and diligence owed to the Sams.

8        77. Among other acts or omissions, Defendant LLF and its employees and/or  
9 agents breached their duties of undivided loyalty, reasonable care, skill, and  
10 diligence owed to the Sams when they failed to notify Defendant State Farm when  
11 the Tabahas presented a time-limited proposal to accept policy limits in full  
12 settlement.

13        78. Among other acts or omissions, Defendant LLF and its employees and/or  
14 agents breached their duties of undivided loyalty, reasonable care, skill, and  
15 diligence owed to the Sams when they failed to demand Defendant State Farm to  
16 protect the Sams when a policy limits demand was made.

17        79. Among other acts or omissions, Defendant LLF and its employees and/or  
18 agents breached their duties of undivided loyalty, reasonable care, skill, and  
19 diligence owed to the Sams when they instructed Defendant State Farm not to offer  
20 policy limits to the Tabahas, despite knowing there were no viable liability defenses

1 and that the Tabahas' claims almost certainly exceeded the Sams' available policy  
2 limits.

3 80. Among others acts or omissions, Defendant LLF and its employees  
4 and/or agents breached their duties of undivided loyalty, reasonable care, skill, and  
5 diligence owed to the Plaintiffs when they advised Plaintiffs to file for bankruptcy.

6 81. Among other acts or omissions, Defendant LLF and its employees and/or  
7 agents breached their duties of undivided loyalty, reasonable care, skill, and  
8 diligence owed to the Plaintiffs when they advised Plaintiffs not to cooperate with  
9 the Trustee.

10 **Count IV**  
11 **(Aiding and Abetting Bad Faith – LLF)**

12 82. The Sams incorporate by reference all allegations contained in the  
13 preceding paragraphs as though fully stated and alleged herein.

14 83. Upon information and belief, Defendant State Farm's refusal to accept  
15 the Tabahas' settlement demand was based, at least in part, on Defendant LLF's  
16 advice.

17 84. Defendant LLF substantially advised, assisted or encouraged Defendant  
18 State Farm in the commission of the tort of bad faith through their aforementioned  
19 conduct, including but not limited to repeatedly advising Defendant State Farm to  
20 refuse to settle the claim.



1 conduct, in that Defendants acted or failed to act when they knew or had reason to  
2 know that their conduct created a substantial risk of significant harm to Plaintiff,  
3 and the high probability that substantial harm or death would result.

4 91. Defendants consciously pursued a course of conduct, knowing or having  
5 reason to know of a substantial risk of significant harm to the public, including,  
6 Plaintiffs, so as to justify an award of exemplary and punitive damages.

7 WHEREFORE, Plaintiffs requests that they be granted judgment against each  
8 of the Defendants jointly, severally, cumulatively and/or alternatively as follows:

9 A. That Plaintiffs be awarded compensatory, incidental and consequential  
10 damages, against each of the Defendants in an amount to be determined at trial;

11 B. That Plaintiffs be awarded attorneys' fees and costs, pursuant to  
12 applicable law;

13 C. That Plaintiffs be awarded punitive damages in an amount to be  
14 determined at trial;

15 D. That Plaintiffs be awarded pre- and post-judgment, pursuant to  
16 applicable law;

17 E. For such other relief as the Court finds just and reasonable under the  
18 circumstances.

1 DATED this 14th day of June, 2017.

2  
3 By \_\_\_\_\_  
4 Matthew L. McClellan  
5 THE MCCLELLAN LAW FIRM, P.L.C.

6 and

7 Richard S. Plattner  
8 PLATTNER VERDERAME, P.C.  
9 *Attorneys for Plaintiff*  
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